

POLK COUNTY OBSERVER

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WILL TAX SALE BE LEGAL?

Following Deadly Parallel Shows How Publisher is Charging More Than Lawful Rate For Printing Notice of Sale.

(As set in Brevier type by West Side.) (Same matter set in Nonpariel, the type required by law.)

H. S. Montgomery, Falls City Lumber Co. agent, beginning S. 81 degrees 31 minutes, W. 15 feet and N. 50 degrees W. 1.15 chains from N. E. corner of blk. D, Montgomery's Falls City, N. 50 degrees W. 10.75 chains, N. 14 degrees 30 minutes E. 5.40 chains to bank of Luckiamute R. S. Easterly along said R. 15.30 chains, S. 52 degrees 30 minutes, W. 1.70 chains, S. Easterly 3.80 chains, N. 83 degrees 30 minutes, W. 5.70 chains, S. 81 degrees 30 minutes, W. 1.48 chains to P. O. B. Sec. 20, Tp. 8, S. R. 6 W., containing 10 acres. Tax \$4.14, penalties \$0.82, printers costs \$3.32, total \$8.28.

B. A. Bush, S. E. quarter and E. half of N. E. quarter of Sec. 17, T. 9 S., R. 6 W., containing 240 acres. Tax \$24.43, penalties, \$4.88, printer's costs \$1.05; total \$30.36.

The *Observer* is often asked why it has steadfastly refused to bid on publishing the notice of delinquent tax sale each year. It knows of no better answer than the above paragraphs. A similar comparison of the manner in which these notices are set in type, and how they should be set, was made by this paper several years ago, and is doubtless remembered by many of our older readers. The practice of bidding a low rate per line and then setting the type in such a manner as to enable the publisher to collect twice or three times his regular advertising rate had long been pursued by certain newspaper men of the county, and publishers who were unwilling to resort to such methods were practically shut out of the competition. The self-respecting publisher would bid a rate that he knew to be fair and reasonable, and one that would give him a living profit, but some publisher with a more elastic conscience would bid the rate per line down to practically nothing, and then, with the contract in his possession, would set the type in such a way as to make the sale bring him twice or three times as much as the first publisher would have received on his honest bid.

The writer well remembers that in one instance he looked over the Sheriff's copy prior to the letting of the contract by the County Court, and estimated that the sale would be worth about \$250, at the regular rate charged by all of the county papers for legal notices where no bids were asked. When the bids were opened for the publication of this notice, it was found that one publisher had cut the rate per line to less than one-half of his own regular price for legal advertising. At this low rate, with the type fairly and honestly set, it would have been impossible for this publisher to have realized more than \$130 for the entire notice. But by padding it, and juggling the type, and leaving holes between the words that a cat could have crawled through, and the Lord knows what other processes, he managed to squeeze enough lines out of it to make it count up to something over \$500. And a fool court allowed the bill in full.

Time after time, the court allowed \$500 and even \$600 for these sales, and in no instance would they have been worth more than \$150 or \$200, had the publisher been held down to the style followed by him in setting other legal notices. It was when a particularly atrocious gouge of this sort was being perpetrated that the *Observer* exposed the whole scheme to the people by putting the notice in type as it was being published under contract, and then setting it up in type as it should have been set. The expose was so plain that it did not require a technical knowledge of the printer's art to detect at a glance that extortion of the worst sort was being worked on the taxpayers under the guise of economy.

At no time, while this game was being worked on the court, was there even a look-in at this business for the publisher who would not stoop to this method, and the abuse finally grew so flagrant that the *Observer* decided to end it, if it was possible to do it. Accordingly, when Judge Sibley and Commissioner Teal came into office, the writer went before them and requested that the bidding be dispensed with for one year at least and that the sale be given to the *Observer* at regular advertising rates. He had never before, (nor has he ever since,) asked a county officer for a dollar's worth of work, but in this instance he did ask it, explaining to the court at the time that his only object in doing so was to forever put at an end, if possible, the methods that had been practiced by certain publishers in submitting ridiculously low figures on the tax notices and then charging three times what they were worth. He also asked that he be permitted to prepare the "plans and specifications" for setting the notice in type, that it might be entered

of record as a guide for letting future contracts. This privilege was granted by the court, and a "style card" setting forth the size and kind of type, and the manner of setting the same, was duly prepared and recorded in the court journal.

The *Observer* could not demand, neither did it expect, that the custom of letting the tax publications by contract would be dispensed with, but in justice to itself and for the protection of its own business, it was interested in getting the bidding on a basis where every publisher would have to live up to his bid or suffer the consequences. The *Observer* printed the tax sale that year, and the cost to the delinquent taxpayers was only \$132, although full legal rates were charged for the publication. It might be added, in passing, that \$500 and \$600 tax sales have never been heard of in Polk county since. Those plans and specifications prepared by the *Observer* were bad medicine for gougers, and succeeding courts have followed them to the letter until the present year.

For the last several years, the tax has been so closely collected that large delinquent sales have become a thing of the past. The courts, however, have been following the custom of letting the publication by contract, using the same form of contract that was prepared by the *Observer* when that paper published the sale. With this contract staring them in the face, no publisher dared to submit a low bid per line in the hope of making it up by padding out a large number of extra lines. Under its provisions, a publisher got exactly what he bid, and no more. It was fair to all of the papers, and it was fair to the delinquent taxpayers. Extortion under its provisions was absolutely impossible. With the records of the old unfair and malodorous system before it, it seems almost impossible of belief that any court would have permitted itself to be fooled into abandoning a plan which experience had taught was better, fairer, and more economical in every way. And yet that is just what was done this year.

The *Observer* had hoped that it would never again be called upon to show how a printer who is so inclined can bid less than the legal rate for publishing a notice, and then set it so as to receive more than the legal rate. We thought that method of printing tax sales had been abandoned for good in Polk county, but it appears that we were mistaken, so it is again necessary for us to take our type and pen in hand and show how it is done.

It will be remembered that a few weeks ago the court called for bids for printing the tax notice. The law does not say that it shall be let by bids, but says that the court shall designate the paper in which the notice shall be published, such paper to be the one most likely to give actual notice to delinquent taxpayers, such notice to be published for a price not to exceed 25 cents per line, nonpariel type. That's plain, is it not? The court shall designate the paper, and that paper must be the one that will give the sale the greatest possible publicity, and the price must not exceed 25 cents a line.

Well, as we remarked before, the court called for bids, evidently desiring to make a little show of economy to the taxpayers at the expense of the printers. The *Observer* paid no attention to the call, as the notice was so small that it wasn't worth taking at anything less than the usual legal rates. The *Itemizer* submitted a bid of 28 cents a line, nonpariel measure, the regular rate of that paper. The West Side handed in a bid of 17 1/2 cents per line, brevier measure. After considering the bids, the court rejected both, giving as its reason that the *Itemizer's* bid was above the legal limit of 25 cents, and that the West Side's bid of 17 1/2 cents, brevier measure, was greater than 25 cents, nonpariel measure. Right there, the court came

dangerously near to being right, and had that decision been allowed to stand, it is not probable that any delinquent taxpayer would have been called upon to dig up more than the maximum amount allowed by law for publishing the sale of his property. But later on, the court appears to have changed its mind concerning the West Side's bid, and we find in the docket that "it now appearing to the court that 17 1/2 cents a line, brevier, is not more than 25 cents a line, nonpariel, etc. the contract is hereby awarded to the West Side." It would be interesting to know how the court acquired that wonderful information. Few, if any of our readers are printers, but we would call their attention to the above notices and ask them if they believe that the court was right.

Take the Montgomery property for instance: The West Side notice is set in brevier, and amounts to 19 lines, which at 17 1/2 cents a line, amounts to \$3.32. The same notice set in nonpariel, (the type required by the law of Oregon,) makes only 13 lines, which at the full rate of 25 cents a line, amounts to only \$3.25. Not a great difference, it is true, but just enough to be greater than the law allows. Most of us know old Mr. Montgomery up in Falls City, and we know him to be a pretty fair sort of an old man, and there would seem no good reason why the county should stick him up for more than the law allows, merely because he happened to be a little slow in paying his taxes.

Then there is Mr. Bush. Now, the *Observer* does not happen to have the pleasure of his acquaintance, but we'll wager that he is a pretty good sort of a fellow, and while he is doubtless liberal with his money, it is hardly likely that he will appreciate paying for 6 lines in his notice, when the same could have been set in 4. It is safe to say that you could not convince him that 6 lines at 17 1/2 cents is less than 4 lines at 25 cents, even if you argued with him for as much as a day and a half.

And to return to Mr. Montgomery. If the old gentleman is to be charged the very highest limit, and then a little more, why not have his notice set in this fashion:

H. S. MONTGOMERY, Falls City Lumber Co. agent, beginning S. 81 degrees 31 minutes, W. 15 feet and N. 50 degrees W. 1.15 chains from N. E. corner of blk. D, Montgomery's Falls City, N. 50 degrees W. 10.75 chains, N. 14 degrees 30 minutes E. 5.40 chains to bank of Luckiamute R. S. Easterly along said R. 15.30 chains, S. 52 degrees 30 minutes, W. 1.70 chains, S. Easterly 3.80 chains, N. 83 degrees 30 minutes, W. 5.70 chains, S. 81 degrees 30 minutes, W. 1.48 chains to P. O. B. Sec. 20, Tp. 8 S. R. 6 W., containing 10 acres. Tax \$4.14, penalties \$0.82, printers costs \$3.32, total \$8.28.

This is the style in which all regular legal notices are set, and it is the style that Judge Coad or any other lawyer would insist upon if the work was being done for a client. It amounts to exactly one inch of type, for which any publisher in Polk county regularly charges \$2.50, and is glad to get the work at that figure. We are not saying that the notice should be set in this way, but isn't it just as plain and convenient in every way as the other form? It is the way all other legal notices are set, and why not in this instance, when more than the lawful rate is being charged?

Now, the whole matter just comes to this: The present court, like many courts before it, in an effort to make a little show of economy, has undertaken to do so at the expense of the printers of the county, apparently caring nothing whether the printers make a decent, legitimate profit, or not. In so doing, the Court has tackled something it knows absolutely nothing about, and as a result, it gets the worst of it. The *Observer* does not know that it particularly blames the publisher of the West Side; in fact, if Mr. Ralston could argue the court into

accepting a brevier bid, when the law calls for a nonpariel bid, we don't know but that he showed pretty good business sense after all. But there is no reason why he should be paid more than the highest rate allowed by law for work of this class.

Polk county is not a pauper, neither should it be a spendthrift. It's business should be conducted just as any other progressive business is conducted—buying only what it needs, and paying a price that is fair and reasonable. This is all that the taxpayers desire, and no one desires less. The *Observer* has always held to the theory that the county should pay as much for its printing as private individuals are required to pay, quantity considered, and that it should not be required to pay more. Under the competitive bidding system, the county has always had to pay more, as the records will abundantly prove, and as any citizen who has ever held public office will freely testify. The reason for this is not far to seek, as another glance at the above tax sale paragraphs will show. Is it any wonder that owners of profitable and dignified printing businesses steer clear of the whole bidding mess?

MONMOUTH.

William E. Foster of Dayton, visited relatives in Monmouth last week. Editor Ralston, of the Independence Enterprise, was a business visitor in Monmouth, Tuesday.

"Uncle Sol" Crowley, of Riokreall, was a Monmouth visitor during the first part of this week.

Fred Huber, formerly the rural mail carrier in this district, was a business visitor in Portland over Sunday.

Elder Richey and family moved to Newberg, Monday, and will make their home in that city in future.

Mrs. W. N. O'Kelley and daughter, of Dilly, visited at the home of her parents, Mr. and Mrs. H. Robertson, Sunday.

The grip is quite prevalent in our city at this time, but it is believed that the present rainy season will have a tendency to stop it.

The mid-year commencement exercises will be held at the Normal school next week. The class of graduates will be very large this year.

Mr. Cunningham, of Whitman County, Washington, visited at the home of Mr. and Mrs. R. C. Reynolds last week, and said that he was well pleased with this city.

The Evaporator and Cannery Company is having the old fruit trees grubbed out of the tract recently purchased from B. L. Murphy, and will plant small fruit in their places.

The creamery for Monmouth is an assured thing, for the deficit caused by one of the stockholders drawing out of the enterprise was made up almost immediately, and the work will go on as if nothing happened.

The girls basketball team of the Normal School defeated the Chemawa girls Saturday night. This ties the two teams in games, but the local aggregation has a trifle the advantage in score average.

The first snow of the season made its appearance in our city Monday morning, but a warm rain following a few hours later, effectually put an end to the dreams of coasting which were entertained by the youth of Monmouth.

The residence of A. N. Halleck caught fire Sunday morning, from the fuel, and a serious conflagration was prevented only by the prompt and effective action of Mr. Halleck and one

of his neighbors, who succeeded in subduing the flames before any serious damage was done.

The infant child of Mr. and Mrs. John Walker died Tuesday, as a result of severe burns received on the day before, by falling into the open fireplace. The accident occurred while the mother was out of the room for a moment, and before the flames could be extinguished the little one was fatally injured. The funeral services were held at the home of the child's parents, Wednesday afternoon, and the body was interred in the Monmouth cemetery.

AIRLIE.

Little damage was done in this vicinity by the late freeze.

Mr. and Mrs. A. N. Newbill visited in Independence, Tuesday.

Mrs. Otto Simpson is visiting at the home of her parents in Woodburn.

George Conn's two little daughters have been quite ill with the grippe.

Sam and Hugh Hanna went to Independence, Tuesday, for a short visit.

C. H. Dusenberry, of Portland, was the guest of Mr. and Mrs. J. D. Bevens last week.

J. C. Nendel will plow up his hop yard and devote his time to dairying in future.

An express office has been established at this place and it is proving to be a great accommodation to all.

The question of organizing a co-operative creamery company in this neighborhood is being seriously discussed.

The hounds belonging to E. E. Staats caught another coyote Sunday. This makes three that they have captured in the course of four runs.

Quite a number of traveling men were in Airlie this week, among whom were John Brinkley and Rich Evans, both former residents of this place.

Three applications for membership were balloted on at the last meeting of the Mono Grange and two more applications were received. The Grange purposes to work actively in favor of the parcels post.

John Bitner has begun work on the new bridge which is to be built at Turner's. The lumber arrived at this place Tuesday and Superintendent Hadley had several teams hauling it away on the following day.

PEDEE HILLS.

Mrs. I. Rittner is reported to be very ill.

Mrs. Joseph Edwards, who has been very ill, is reported much better.

Plowing was stopped last week on account of the freezing weather.

Lagrippe is quite prevalent in this neighborhood at the present time.

Emile Nombalals will close a successful term of school at Condon this week.

Mrs. Fred Rittner has been employed to teach the spring term of school at Pedee.

Miss Buelah Craton was quite ill last week and was unable to attend school for the first time this winter.

Mr. and Mrs. Riley Burbank and Mr. and Mrs. Pine Burbank visited at the home of Thomas Kinchin, Sunday.

The first snow of the season made its appearance here Monday morning and by evening the hills were quite white.

Mr. Truax is recovering nicely from the broken arm received while working in the woods a short time ago, and, with the assistance of his two little boys, is at work skidding logs.

The Simpson logging camp is the only one in this vicinity running with a full crew of hands at the present time. It is currently reported that the Spaulding Company will not contract logs for the coming season.

Farmers in this vicinity are entering into dairy farming more deeply every year and cream will be shipped next summer from the farms of C. S. Craton, A. Womer, G. Pagenkopf, E. Pagenkopf, Jesse Yost, Will Bush, R. Hastings, Taylor Brothers and the I. X. L. Dairy Ranch.

INDEPENDENCE.

Mrs. O. D. Butler was a Portland visitor last week.

Miss Lorena Sperting returned to her school work at Mt. Angel this week.

Mr. and Mrs. E. E. Paddock entertained the Social Whist Club, Monday evening.

Miss Frankie Doherty, of Portland, is visiting at the home of her sister, Mrs. P. M. Kirkland.

Mr. and Mrs. David Collins, of Tacoma, are visiting at the home of his parents, Mr. and Mrs. J. H. Collins.

Mr. and Mrs. Byron Atkins will move next week to Corvallis where he will have the management of the light and water plant.

The Independence Dramatic Club entertained a large audience at the opera house, Saturday evening with an excellent presentation of the comedy, "The Widow."

(Continued on Page 3.)

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